

## **THYME MATERNITY – Baby Event CONTEST**

1. NO PURCHASE IS NECESSARY TO ENTER THIS CONTEST (the “**Contest**”). A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
2. All monetary amounts herein are calculated in Canadian dollars.
3. The Contest is open only to individuals who are legal or permanent residents of Canada, who are at least eighteen (18) years of age, have reached the age of majority in their province or territory of residence at the time of entry, except the directors, officers, agents and employees of Reitmans (Canada) Limited (the owner of the “**Thyme Maternity**” division) and all of its affiliated and associated entities and divisions (collectively, “**Reitmans**”), their respective advertising and promotional agencies and all members of their respective immediate families living in the same household and any other persons with whom they are domiciled. For greater certainty, it is understood that entrants who are minors in their jurisdiction of residence are not eligible to enter the Contest.
4. By entering the Contest, each entrant accepts the terms and conditions of these Contest rules and regulations (the “**Rules**”) and agrees to be bound by them. The Contest is subject to all applicable federal, provincial, municipal and local laws and regulations. The Contest is void where prohibited or restricted by law.
5. The Contest will be run in-store on November 8, 2019 at the Thyme Maternity stores in Montreal Eaton Centre and First Canadian Place and on November 9, 2019 at all other Thyme Maternity stores across Canada (each a “**Store**”), during the regular local business hours applicable at each Store or while playing card quantities last, whichever occurs first (each such Store’s regular closing time on November 8, 2019 or November 9, 2019, as applicable, being the “**Entry Deadline**” in respect of the Store in question), the whole as more fully set forth in Section 6.
6. In order to enter for a chance to win one (1) of 2,440 (two thousand four hundred forty) Prizes (defined below), each entrant must:
  - a. visit any Store by the applicable Entry Deadline;
  - b. request a baby event surprise playing card (the “**Playing Card**”) at the cash register;
  - c. at the cash register (in front of the cashier) carefully open the window on the Playing Card in order to be eligible to win one of the prizes described in Exhibit “A” hereto (collectively the “**Prizes**” and each a “**Prize**”); and
  - d. correctly answer the Skill-Testing Question (defined below) contained on the Playing Card.
7. All eligible entries for the Contest must be received by Thyme Maternity by the applicable Entry Deadline, must comply with the terms hereof and must have a correctly answered Skill-Testing Question. All entries become the property of Reitmans.
8. **ONLY ONE (1) ENTRY (PLAYING CARD) PER ENTRANT WHO MEETS THE AGE OF MAJORITY IN THEIR PROVINCE PER STORE VISIT WILL BE PERMITTED.** For greater certainty, it is understood that all additional entries made by or for a single entrant, or any attempt by an entrant to make more than one (1) entry per entrant per Store visit, will be considered null and void and will cause the disqualification of such entrant from the Contest. Repeated violations of the foregoing may render such entrant ineligible for future contests or promotions offered by Thyme Maternity and/or Reitmans.
9. The Contest will have a total of up to 2,440 (two thousand four hundred forty) Prize winners (the “**Prize Winners**” and each a “**Prize Winner**”). Prizes will be awarded in connection with the Contest as set out in Exhibit “A” attached hereto. The estimated value of the Prizes based on anticipated redemption rates is twenty-seven thousand five-hundred forty-two dollars and twelve cents (\$27, 542.12).

10. A Prize must be redeemed prior to the applicable Entry Deadline (the “**Claim Date**”). For greater certainty, where a Prize is either win a Prize Winner’s purchase of up to \$200 or win a rebate off a Prize Winner’s purchase, it may be redeemed on any single purchase completed prior to the applicable Entry Deadline. Where a Prize is a 50% rebate off their purchase, it is understood that the 50% off only applies to the Prize Winners first \$300 of their purchase, meaning that the prize carries a maximum value of \$150 off a purchase. A Prize is redeemable at any Store, one-time only and the corresponding Playing Card must be surrendered at time of purchase. The Prize is valid in-store only, not applicable on online purchases.
11. Reitmans reserves the right to verify eligibility qualifications of any entrant or Prize Winner. In addition to the eligibility qualifications set forth in Section 3, the Prize Winners must comply with the Rules and correctly answer a time-limited, mathematical skill-testing question (without the assistance of another person or mechanical device) (the “**Skill-Testing Question**”) included as part of the Playing Card referred to in Section 6.d. Should a Prize Winner not comply with the Rules, decline his or her Prize or any part thereof for any reason whatsoever, not claim his or her Prize by the Claim Date, incorrectly answer the Skill-Testing Question or otherwise fail to satisfy any requirement or eligibility qualification contained herein, such Prize Winner will be disqualified and deemed to have forfeited his or her Prize without any prize replacement, reimbursement or substitution of any kind whatsoever and in such circumstances, Reitmans will have no further obligation to the Prize Winner in question.
12. No cash, product substitution or prize equivalent will be permitted. A Prize cannot be combined or used in conjunction with any other contest, discount or offer. A Prize must be accepted as is, and cannot be redeemed for cash, prepaid cards or any other gift card, in whole or in part (i.e. a qualifying purchase does not include the purchase of a gift card). A Prize may not be applied to previously purchased merchandise and gift card purchases. Choices of sizes and colours of products towards which the Prize may be applied are subject to availability at the Stores. No rain checks will be provided. No refund or compensation of any costs or expenses incurred by a Prize Winner will be made. A PRIZE HAS NO CASH VALUE.
13. If, by reason of a typographical or other error, more Prizes are claimed than the number set forth in the Rules, all individuals making purportedly valid claims will be included in a random draw to award the advertised number of Prizes available. No more than 2,440 (two thousand four hundred forty) Prizes will be awarded in connection with the Contest.
14. All expenses related or incidental to the receipt and use of a Prize, including any and all surcharges, fees, taxes (federal, provincial or local), and any travel or transportation costs (whether ground, air or otherwise) will be the sole responsibility of a Prize Winner. Without limiting the generality of the foregoing, all fees, costs and expenses of any kind whatsoever not specifically stated herein to be the responsibility of Reitmans, will be the sole responsibility of a Prize Winner and no refund or compensation of any such fees, costs and expenses incurred by a Prize Winner will be made. A Prize and every component thereof is non-refundable and may not be reissued or revalidated in whole or in part.
15. Reitmans will not be responsible for lost, stolen, mutilated, late, misdirected or ineligible entries that may occur in the administration of the Contest. Reitmans will not be responsible under any conditions whatsoever for any problems or technical malfunctions relating to the Contest, for any printing or typographical errors or problems in connection with any Contest-related materials, or for any malfunctions that may occur in the administration of the Contest.
16. Subject to a contrary ruling by the *Régie* (defined below), if for any reason the Contest is not capable of running as planned due to (i) infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, technical malfunctions or any other causes corrupting or affecting the administration, security, fairness, integrity or proper conduct of the Contest, or (ii) any other cause beyond the control of Reitmans, Reitmans reserves the right, in its sole and absolute discretion, to disqualify an individual and/or cancel, terminate, modify or suspend the Contest in whole or in part and/or modify the Rules. Without limiting the generality of the foregoing, Reitmans reserves the right to prohibit an entrant

from participating in the Contest if it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. **CAUTION: ANY ATTEMPT BY ANYONE TO DAMAGE OR DISRUPT THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST WILL BE CONSIDERED A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, REITMANS RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.**

17. All entrants assume all liability for injuries caused or claimed to be caused by participation in the Contest, or the use or misuse of a Prize granted herein, including any and all losses, damages, rights, claims, costs, actions and causes of action with respect to a Prize. Without limiting the generality of the foregoing, by entering the Contest, entrants release and forever discharge Reitmans and its parent companies, affiliates, subsidiaries, agents, advisors, employees, officers, directors, shareholders, representatives, licensees, franchisees, advertising and promotional agencies, successors and assigns from any and all losses, damages, rights, claims, costs, actions and causes of action of any kind whatsoever arising in connection with the Contest or resulting from the acceptance, possession, or use or misuse of a Prize or any component thereof granted herein or any other prize that may be awarded in connection with the Contest, including without limitation personal injury, death, and/or property damage as well as claims based on publicity rights, defamation, or invasion of privacy.
18. To the extent permitted by applicable law, if any of the terms of the Rules are or become invalid, are ruled illegal by the *Régie* or any court of competent jurisdiction, or are deemed unenforceable under the then current applicable laws, it is the intention of the parties hereto that the remainder of the Rules will not be affected thereby and will remain in full force and effect.
19. For Québec entrants, any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* (the “**Régie**”) for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
20. For an additional set of the Rules, send a written request by self-addressed, stamped envelope (ensure that sufficient postage is included) to: Reitmans (Canada) Limited, 250 Sauvé Street West, Montréal, Québec H3L 1Z2; ATTENTION: Thyme Maternity Customer Service.